

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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Polina Baratova

Plaintiff,

Case No.: 22-cv-02898-NM-RER

- against -

**DECLARATION OF
JASON MIZRAHI**

Sophia Collier,

Defendant.

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JASON MIZRAHI, an attorney duly admitted to practice in the United States District Court of the Southern District of New York, affirms the following under the penalties of perjury:

1. I am an associate at Levin-Epstein & Associates, P.C., attorneys for Plaintiff Polina Baratova (“Plaintiff”) in the above-captioned matter. As Plaintiff’s counsel, I am familiar with the facts and circumstances discussed herein based upon personal knowledge and the files maintained by this office.
2. I make this declaration in support of Plaintiff’s motion for default judgment against Defendant Sophia Collier (“Defendant”), pursuant to Federal Rule of Civil Procedure (“Fed.R.Civ.P.”) 55(b) (the “Motion for Default”).
3. An excel spreadsheet prepared by the undersigned law firm, detailing Plaintiff’s damages computation is annexed hereto as **Exhibit “A”**.
4. A true and correct copy of the undersigned law firm’s contemporaneous billing records documenting each attorneys’ hourly rate, hours expended, and tasks worked on in the above-referenced matter, is annexed hereto as **Exhibit “B”**.
5. A brief biography of each attorney who performed billed work in this matter is as follows:

6. Joshua D. Levin-Epstein, Esq. is the founder and managing member of Levin-Epstein & Associates, P.C., and have been in practice since 2006. Mr. Levin-Epstein's billed hourly rate for this matter is \$450 per hour, which is his standard billing rate for wage-and-hour matters paid on an hourly basis.

7. Prior to founding the firm, Mr. Levin-Epstein was part of the Business Solutions, Governance, Restructuring & Bankruptcy practices at international and national law firms where he represented constituents in complex litigation and transactional matters. Mr. Levin-Epstein also served as Law Clerk to the Honorable Alan H.W. Schiff in the United States Bankruptcy Court for the District of Connecticut (Bridgeport Division). Mr. Levin-Epstein received a B.S. in Foreign Service from the Edmund A. Walsh School of Foreign Service at Georgetown University. At Georgetown University, Mr. Levin-Epstein received several merit-based scholarship awards. He received my J.D. from The University of Michigan Law School.

8. Mr. Levin-Epstein previously chaired the Labor and Employment Subcommittee for the New York City Bar Association's Hospitality Law Committee. He authored a White Paper on the history of the development of local Community Boards in New York City.

9. The undersigned, Eunon Jason Mizrahi, Esq. ("Mr. Mizrahi") is an associate at Levin-Epstein & Associates, P.C., and is billed at the rate of \$325 per hour. At the time Plaintiff's engagement agreement was signed, this was the undersigned's standard rate for wage and hour matters on which he is paid at an hourly rate. I earned my B.A. from the University of Maryland, and my J.D. from Brooklyn Law School in 2016. Following law school, I practiced as an associate at a boutique law firm concentrating in labor and employment law. I was previously In-House Counsel and Human Resources Manager for a wholesale baking company headquartered in the Bronx, with global operations in China, South Korea and the United States.

10. Levin-Epstein & Associates, P.C. has obtained favorable decisions in wage-and-hour cases that have set precedent in this area of law. *See Singh v. Lintech Elec., Inc.*, 2021 WL 1062533, at *3 (E.D.N.Y. 2021) (securing dismissal of fraudulent conveyance actions, and cancellation of *lis pendens*, filed in FLSA action); *Suarez et al v. Brasserie Felix, Inc. et al*, Case No. 19-cv-07210, Dckt. No. 59 (securing \$800,000 settlement on behalf of twelve (12) FLSA plaintiffs); *El Aalaoui v. Lucky Star Gourmet Deli Inc.*, 2021 WL 22787, at *1 (S.D.N.Y. 2021) (successfully vacating default judgment entered against FLSA defendants in the amount of \$231,660); *Rivera v. Crabby Shack, LLC*, 2019 WL 8631861, at *5 (E.D.N.Y. 2019) (successfully arguing motion to enforce and approve settlement agreement on behalf of defendants); *Reyes v. The Picnic Basket, Inc.*, Case No. 18-cv-140, Dckt. No. 39, at *3-4 (S.D.N.Y. 2018) (successfully opposing Plaintiff's motion for conditional certification); *Pugh v. Meric*, 2019 WL 2568581, at *2 (S.D.N.Y. 2019) (post-bench trial order issued by the Hon. Judge Denise Cote, holding that the "wage notice penalty" in NYLL § 198(1)(1-b), by its very terms, does not mandate the imposition of damages); *Pugh v. Meric*, 2019 WL 3936748, at *5 (S.D.N.Y. 2019) (post-bench trial order reducing plaintiff's attorneys' fees award of \$8,000 to \$800).

11. A true and correct copy of the undersigned law firm's retainer agreement with Plaintiff, memorializing a 1/3 contingency fee, , is annexed hereto as **Exhibit "C"**.

12. A true and correct copy of the proof of disbursements, substantiating the undersigned law firm's costs incurred in connection with the above-referenced matter, is annexed hereto as **Exhibit "D"**.

13. Pursuant to S.D.N.Y. Local Civil Rule 55.2(b), a true and correct copy of the Clerk's Certificate of Default entered on October 11, 2022 [Dckt. No. 13] is annexed hereto as **Exhibit "E"**.

14. Pursuant to S.D.N.Y. Local Civil Rule 55.2(b), a true and correct copy of the Complaint is annexed hereto as **Exhibit “F”**.

15. Pursuant to S.D.N.Y. Local Civil Rule 55.2(b), a proposed form of default judgment is annexed hereto as **Exhibit “G”**.

Dated: New York, New York
October 28, 2022

Respectfully submitted,

By: /s/ Jason Mizrahi
Jason Mizrahi, Esq.
Levin-Epstein & Associates, P.C.
60 East 42nd Street, Suite 4700
New York, New York 10165
Tel: (212) 792-0048
Email: Jason@levinestein.com
Attorneys for Plaintiff